

Introduced by: Mayor
Date: 10/25/16
Action: Adopted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2016-064**

**A RESOLUTION APPROVING A MUTUAL AID AGREEMENT AND OPERATIONAL
PLAN BETWEEN THE BEAR CREEK FIRE SERVICE AREA AND THE SEWARD
FIRE DEPARTMENT**

WHEREAS, mutual aid agreements and their operational plans provide for additional resources to residents of the Kenai Peninsula Borough in the form of fire and medical personnel when required; and

WHEREAS, mutual aid agreements and operational plans are common in the fire and emergency medical service professions; and

WHEREAS, Alaska Statute 18.70.150 provides that: "A city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it;" and

WHEREAS, the Alaska Administrative Code authorizes state certified emergency medical service providers to enter into mutual aid agreements with other such providers in accordance with a municipal ordinance or resolution; and

WHEREAS, Resolution 89-101 adopted on September 5, 1989, provided for a mutual aid agreement and initial operational plan between Bear Creek Fire Service Area ("BCFSA") and Seward Fire Department (SFD); and

WHEREAS, this mutual aid agreement and operational plan, which will replace the mutual aid agreement and operational plan adopted in Resolution 89-101, updates and clarifies the terms of mutual aid between BCFSA and SFD; and

WHEREAS, all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and

WHEREAS, in recent years the operational plans have been considered as matters within the expertise of the agencies providing the mutual aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and

WHEREAS, at its meeting of October 24, 2016 the Seward City Council recommended approval with amendments by the adoption of their Resolution 2016-062;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:


SECTION 1. A mutual aid agreement between BCFSa and SFD is in the best interest of BCFSa and is hereby approved. The Mayor is authorized to execute a mutual aid agreement substantially in the form of the attached agreement.


SECTION 2. An operational plan substantially in the form of the attached plan is hereby approved and the BCFSa board and chief are hereby authorized to approve amendments to the operational plan with the Mayor's approval without further review by the Assembly so long as any such amendments do not conflict with the mutual aid agreement.

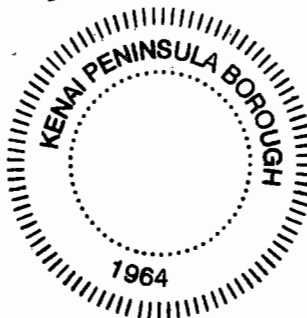
SECTION 3. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 25TH DAY OF OCTOBER, 2016.

ATTEST:


John Blankenship, MMC, Borough Clerk


Kelly Cooper, Assembly President



Yes: Bagley, Dunne, Fischer, Gilman, Holmdahl, Knopp, Ogle, Welles, Cooper
No: None
Absent: None

**MUTUAL AID AGREEMENT BETWEEN
BEAR CREEK FIRE SERVICE AREA
AND
CITY OF SEWARD FIRE DEPARTMENT**

This agreement is made and entered into this _____ day of _____, 2016, by and between the Bear Creek Fire Service Area (BCFSA) and the Seward Fire Department (SFD) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.
 - a. Aid may be requested by either agency in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents.
 - b. Requests for aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed.
 - c. Requests for aid shall include as much detail as circumstance and time allow.
2. Response to Mutual Aid Request.
 - a. The senior officer on duty at the requested agency shall determine whether to respond in whole, in part, or to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested agency's ability to meet its responsibility within its own jurisdictional area.
 - b. The senior officer at the requested agency shall promptly notify the requesting agency of the level of response, if any, the requested agency will provide.
 - c. An agency that cannot meet a request should document in writing why the request could not be met.
3. Emergencies - Information Provided.
 - a. Upon dispatch by the requested agency, the requesting agency shall at a minimum:
 - i. Give concise directions as to the location of the emergency and/or to the location at which the requested agency's equipment/personnel will be staged;
 - ii. Describe the type of emergency, and provide a description of the planned utilization of the requested agency's resources; and
 - iii. Provide communications channels for command functions as well as any tactical channels.
4. Command Authority.
 - a. Upon arrival of the requested agency's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested agency's senior responding personnel.
 - b. The requested agency's senior responding personnel shall report to and operate under the direction of the requesting jurisdictional agency's Incident Command ("IC").

- c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.
5. Responsibility for Costs & Liability.
- a. Each agency shall bear its own costs for responding to requests for aid under this Agreement.
 - b. Each responding agency shall be responsible for damages caused by its personnel's negligence while traveling to the scene, at the scene and returning to the station of origin.
 - c. In rendering emergency services, each agency will bear the responsibility to other parties for actions of its own personnel, and any liability incurred as a result of such acts.
 - d. Nothing in this provision shall preclude individuals from being held personally liable for damage caused by their own intentional misconduct.
6. Mutual Aid Withdrawal or Assignment Turn-Down - Circumstances.
- a. After arrival at the incident, staging area or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested agency, such withdrawal may be initiated at the sole discretion of the requested agency's senior personnel at the scene.
 - b. Turn down of an assignment may be made at the scene of an incident at the sole discretion of the requested agency's senior personnel, if she/he determines that the requested personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested agency's personnel do not have the training or resources to accomplish the requested assignment.
 - c. The requested agency's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting agency's IC in a manner that best mitigates consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either agency.
7. Withdrawal from Agreement.
- a. This Agreement shall continue until either agency gives thirty (30) days' notice of its withdrawal, in writing, to the other agency.
8. Training.
- a. Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each agency.
9. Annual Operating Plan.
- a. Annual operating plans shall be cooperatively developed by the agencies and become part of this Agreement upon execution by the Chiefs and Borough Mayor and the City Manager.

- b. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as "Exhibit A".

APPROVED:

BEAR CREEK FIRE SERVICE AREA

SEWARD FIRE DEPARTMENT

By: _____
Connie Bacon, Chief

By: _____
Edward Athey, Chief

Date: _____

Date: _____

BEAR CREEK FIRE SERVICE AREA BOARD

By: _____
Chairman

Date: _____

CITY OF SEWARD, ALASKA

By: _____
Jim Hunt, City Manager

Date: _____

KENAI PENINSULA BOROUGH

APPROVED AS TO FORM

By: _____
Mike Navarre, Mayor

By: _____
Amy Fenske
Assistant Borough Attorney

Date: _____

Date: _____

ATTEST:

By: _____

Borough Clerk

By: _____

City Clerk

Date: _____

Date: _____

OPERATIONAL PLAN (Exhibit A)

MUTUAL AID AGREEMENT

THE BEAR CREEK FIRE SERVICE AREA (BCFSA) AND THE SEWARD FIRE DEPARTMENT (SFD)

This Operational Plan of the Kenai Peninsula Borough (KPB) between the Bear Creek Fire Service Area (BCFSA) and the Seward Fire Department (SFD) is for mutual aid response, the exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between BCFSA and SFD. This Plan is a guide for day-to-day operations, and may be revised, amended or altered annually by mutual consent of BCFSA and SFD, with approval by the KPB Borough Mayor and City Manager, for the purpose of carrying out the original intent of the mutual aid agreement. In addition, this Plan may be cancelled by either party after a 30-day notice has been given to the other party involved in the Agreement.

I. AMOUNT AND TYPE OF ASSISTANCE

- a. For fire responses BCFSA will provide a tanker/engine company with a minimum crew of four for response to an incident scene, or as requested by the SFD On-Scene Incident Commander (OIC). The SFD OIC retains the option to direct the responding agency to any other location as needed within the SFD.
- b. For fire responses SFD will provide a tanker/engine company with a minimum crew of four for response to an incident scene, or as requested by the BCFSA On-Scene Incident Commander (OIC). The BCFSA OIC retains the option to direct the responding agency to any other location as needed within the BCFSA.
- c. Upon dispatch, the responding agency will respond to the location provided by requesting agency's OIC unless directed to respond to a different location.
- d. Cancellation may occur per the requesting agency OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

II. TRAINING

Joint training exercises shall be carried out annually under the direction of the Chief or the Chief's Operations or Training Officers in each department. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

III. COMMUNICATIONS

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting agency OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding agency, after notifying dispatch that they are en route, will switch to the requesting agency's dispatch channel and advise the OIC they are en route.
- b. The responding agency will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

IV. INCIDENT REPORTING

Each agency shall be responsible for reporting the incident in accordance with their department and Borough policy and procedures.

V. REVISIONS

The Annual Operations Plan shall be cooperatively developed, reviewed annually and become part of the Mutual Aid Agreement upon consent of the agencies and execution by the Borough Mayor and the City Manager.

BEAR CREEK FIRE SERVICE AREA

SEWARD FIRE DEPARTMENT

By: _____
Connie Bacon, Chief

By: _____
Ed Athey, Chief

Date: _____

Date: _____

BEAR CREEK FIRE SERVICE AREA BOARD

By: _____
Chair

Date: _____

KENAI PENINSULA BOROUGH

By: _____
Mike Navarre, Mayor

Date: _____

CITY OF SEWARD

By: _____
Jim Hunt, City Manager

Date: _____

ATTEST:

By: _____
Johani Blankenship
Borough Clerk

APPROVED as to Form and Legal
Sufficiency

By: _____
Amy Fenske
Assistant Borough Attorney